

Request for Proposal: eDiscovery Solutions

Attorney General's Office

STATE OF ALABAMA

TITLE: eDiscovery Solutions

RFP Number Proposal

027-201401

Due Date & Time

January 27, 2014

5:00 p.m. Central Standard Time

Please return proposals to: Charla G. Doucet, Administrative Services Division Chief
hereafter referred to as RFP Coordinator.

Mail to:

Attorney General's Office
501 Washington Avenue
Montgomery, Alabama 36130

Ship to:

Attorney General's Office
501 Washington Avenue
Montgomery, Alabama 36130

1. INTRODUCTION

1.1 SOLICITATION

The Alabama Office of the Attorney General (OAG) initiates this Request for Proposal (RFP) to solicit responses from qualified Vendors for electronic discovery (eDiscovery) tools. Each Vendor submitting a Response to this RFP is required to read and understand all information incorporated into this RFP package.

1.2 OFFICE OF THE ATTORNEY GENERAL BACKGROUND

The OAG is an independent constitutional office and legal counsel to the state of Alabama. Its mission is to serve the citizens of the state by adhering to the highest standards of excellence, ethics, and effectiveness and to deliver the highest quality legal services. The OAG is comprised of more than 175 employees who are primarily based in Montgomery, Alabama.

Client records are provided to the OAG in hard copy or electronically via email or portable storage device. When client records are provided in hard copy, OAG personnel scan the records and convert them to PDF format. The OAG does not have automated software that will search, collect, process, analyze, or manage all of its electronic records.

1.3 GENERAL SYSTEM REQUIREMENTS

The OAG computing environment is based on Microsoft operating systems and server software products. The following operating system and software products are currently used by the OAG. Please note that all eDiscovery software and hardware must be “compatible” with this environment. The OAG has no intentions of setting up a special computing environment (Linux based, etc.) to support an eDiscovery solution. Compatibility includes the ability to integrate with or capable of being used together without special modification or adaptation.

- Microsoft Server 2008 R2 network operating system in a Windows and TCP/IP networked environment;
- Microsoft Windows 7 desktop operating systems (both 32 and 64 bit);
- Microsoft Office 2007 and 2010;
- Microsoft Exchange 2007;
- Microsoft Outlook 2007 and 2010.

In addition to the requirements listed above, your eDiscovery solution must be Active Directory integrated and it must have the ability to be hosted on either the OAG’s network or via a web-hosted solution.

Web browser based solutions should be browser-independent (not Internet Explorer specific).

Vendors that fail to meet the Active Directory and compatibility requirements will be disqualified.

1.4 OBJECTIVE

The OAG is interested in acquiring eDiscovery tools so that the OAG may more efficiently and reliably process Electronically Stored Information (ESI) for litigation discovery. The specifics of the OAG's eDiscovery needs are set forth in Appendix A. In summary, the OAG seeks solution(s) that will assist it in: 1) identifying, preserving and collecting records and 2) processing, analyzing, reviewing and producing records.

1.5 CONTRACT SCOPE

The selected Vendor(s) will be required to supply the purchased eDiscovery tool(s) and to provide training to OAG users, to otherwise support OAG implementation(s), and to provide product maintenance throughout the contract term, including any contract extension(s).

1.6 CONTRACT TERM

Any maintenance or software related service contract issued as part of this procurement will have an initial term of two years, beginning on or about May 1, 2014.

1.7 OVERVIEW OF SOLICITATION PROCESS (See Section 7 of this RFP for additional details.)

RFP responses will be evaluated as follows:

Proposals will be evaluated by a committee. Selection of Vendor(s) will be based on all factors listed below and others implicit within the RFP and will represent the best performance and most reasonable costs for the OAG. Oral presentations/demonstrations may be required as part of the evaluation criteria. Chosen Vendor(s) will be required to provide End-User training for up to 10 (ten) employees who will be evaluating the services.

Part of the evaluation process will include input from the End-User group of OAG employees selected to evaluate the service(s). This group will use the products and provide the evaluation committee with an assessment of feature verification and usability of the various components of each of the eDiscovery solutions.

Vendors must provide this group of OAG employees access to their proposed eDiscovery solution for a trial period of up to five weeks so that End-User evaluation may occur. The product(s) supplied must be a fully functional, production level solution, not a demonstration version. Vendors must verify that their proposed eDiscovery solution has been set up, configured, and is End-User ready prior to beginning any End-User evaluation.

The evaluation committee will review End-User feedback, client references, and cost in selecting Vendor(s).

1.8 PUBLIC DISCLOSURE

To the extent permitted by law, RFP information, including price sheets, will not be available for public disclosure until after award of the Contract.

1.9 ELECTRONIC RFP DATABASE

The OAG is required to post all RFP notices on the State Comptroller's website for public review. Thus, this RFP is posted on the website at <http://rfp.alabama.gov/PublicView.aspx>. The RFP Database is the central location for RFP posting activities for all state agencies and departments.

2. SCHEDULE OF EVENTS

This RFP is issued under the following estimated Schedule of Events. The RFP response deadline is mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. **Unless otherwise indicated, all required deadlines are 5:00 p.m. CST.**

DATE	EVENT
January 6, 2014	Issue RFP
January 13, 2014	Written Vendor Questions and Comments Due
January 17, 2014	Written Responses to Vendor Questions and Comments
January 21, 2014	Issue Amendments (if necessary)
January 27, 2014	Vendor Responses Due (REQUIRED DEADLINE)
February 3, 2014	eDiscovery Solutions Identified for Evaluation.
February 4, 2014	Vendors Notified of eDiscovery Solutions for Evaluation.
February 5, 2014	Vendors Evaluation Begins
February 10-14, 2014	Vendors Product Demonstration and Training for End-Users
March 28, 2014	End-Users Evaluation Completed
April 4, 2014	Evaluation Committee Selection Completed
April 8, 2014	Notification of Apparent Successful Vendor(s)
April 18, 2014	Signed contract(s) and required forms due
May 1, 2014	Contract start date

OAG, at its sole discretion, reserves the right to revise the above schedule.

3. ADMINISTRATIVE REQUIREMENTS

3.1 RFP COORDINATOR (PROPER COMMUNICATION)

Upon release of this RFP, all Vendor communications concerning this solicitation must be directed to the RFP Coordinator listed below. Unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications are unofficial and non-binding on the State. Vendors shall rely only on written statements issued by the RFP Coordinator.

**Charla Doucet, CPA
RFP Coordinator
Alabama Office of the Attorney General
501 Washington Avenue
Post Office Box 300152
Montgomery, Alabama 36130-0152**

**E-mail: cdoucet@ago.state.al.us
Telephone: 334-242-7305
Fax: 334-242-4780**

3.2 VENDOR QUESTIONS

Vendor questions regarding this RFP will be allowed until the date and time specified in the Schedule of Events (Section 2 of this RFP). Vendor questions must be submitted in writing (email acceptable) to the RFP Coordinator. An official written OAG response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be provided to all responding Vendors.

The Vendor that submitted the questions will not be identified. Oral responses to questions will be considered unofficial and non-binding. Only written responses will be considered official and binding.

3.3 VENDOR COMMENTS INVITED

Vendors are encouraged to review the requirements of this RFP carefully and submit any comments and recommendations to the RFP Coordinator.

3.4 VENDOR CONCERNS REGARDING THE REQUIREMENTS AND SPECIFICATIONS OF RFP

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP requirements early in the RFP process. Vendors must submit specific concerns to the RFP Coordinator in writing.

Should a Vendor concern identify an issue that would be in the best interest of the OAG to address, the OAG may modify this RFP accordingly. The OAG decision regarding concerns raised is final.

3.5 DELIVERY OF RESPONSES

The Response, in its entirety, must be received by the OAG no later than the time indicated in the Schedule of Events set forth in RFP Section 2. All Responses must be personally delivered or mailed to the RFP Coordinator at the address provided in RFP Section 3.1. The official time stamp will be the date/time the document is stamped received by OAG personnel, located at: 501 Washington Avenue, Montgomery, Alabama.

Vendors should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late Responses will not be accepted and will be automatically disqualified from further consideration. Additionally, responses may not be submitted via facsimile or email.

3.6 RESPONSE CONTENTS

The Response must contain information responding to all requirements in the RFP. All required Appendices must include the signature of an authorized Vendor representative where indicated.

Failure to follow these requirements will result in Vendor disqualification.

3.7 NUMBER OF RESPONSE COPIES REQUIRED

Two (2) hard copies and one (1) CD-ROM or electronic media (e.g. USB drive) version of the Response, including required appendices, that is exactly the same as the paper copy.

4. RESPONSE PRESENTATION AND FORMAT

4.1 Proposals must be written in English. Hard copy responses should be prepared on loose-leaf paper and placed in three-ring binders, as needed, with tabs separating the major sections of the Response. Pages must be numbered consecutively within each section of the Response showing Response section number and page number. The paper upon which hard-copy documents are made should be submitted on white paper measuring 8 ½ x 11.

4.2 Vendors must submit with the hard copy Response an electronic version of the Response. Electronic Responses must be in MS Word and/or Excel and provided on CD-ROM, DVD or similar electronic storage device (e.g., a USB drive). After documents that require signatures are completed and signed the

documents should be scanned and provided in PDF format as well as providing the unsigned MS Word and/or Excel versions. The electronic version of the Response and required appendices must be exactly the same as the paper copy. OAG will not accept zipped files.

- 4.3** The Vendor name and the name, address, email, facsimile (if applicable) and telephone number of the Vendor's authorized representative must be identified at the beginning of the Response.
- 4.4** Figures and tables must be numbered and referenced in the text of the Response by the numbers assigned within this RFP. Foldouts containing charts, spreadsheets, and oversized exhibits are permissible.
- 4.5** The following materials must be completed and signed by a representative authorized to bind the company to the offer, and provided to the RFP Coordinator in the order listed below:
- The Executive Summary required by RFP Section 6.1.1.
 - The Vendor's technical proposal, using the requirements identified in Appendix A.
 - Client References (Appendix B).

Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

4.6 MULTIPLE (ALTERNATIVE) RESPONSES

Multiple or Alternative Responses from a Vendor will be permissible; however, each Response must conform fully to the requirements for Response submission. Each such Response must be submitted separately and labeled as Response #1, Response #2, etc. on each page included in the Response.

4.7 COST OF RESPONSE PREPARATION

The OAG will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFP.

Vendor assumes all of Vendor's costs associated with the preparation of this RFP, site visits, and related expenses and providing access to Vendor's solution during the End-User review process.

4.8 RESPONSE PROPERTY OF OAG

All materials timely submitted in response to this solicitation become the property of the OAG. Materials untimely submitted will be returned to the sender.

4.9 VENDOR PROPRIETARY OR CONFIDENTIAL INFORMATION

Any information in the Response that the Vendor desires to claim as proprietary and exempt from disclosure under state or federal law that provides for the nondisclosure of the information, must be clearly designated. Each page containing the information claimed to be exempt from disclosure must be identified by the words “Proprietary Information” printed on the lower right hand corner of the page. Marking the entire Response or entire sections of the response as proprietary, confidential, or exempt from disclosure will not be honored. Vendors must state in their Executive Summary (see RFP Section 6.1.1) whether their Response contains any proprietary or confidential information.

The OAG will not honor any Vendor Responses indicating that pricing is proprietary or confidential, and if a request for release of a Vendor’s pricing is made, the OAG will release such information in a manner consistent with public records law, ordinarily after completion of this RFP process.

If a public records request is made to obtain or view information contained in a Response that the Vendor has marked confidential or proprietary, the OAG will notify the Vendor of the request and of the date that the records will be released to the requester unless the Vendor obtains a court order enjoining that disclosure. If the Vendor does not obtain a court order enjoining disclosure, the OAG will release the requested information on the date specified.

The OAG’s sole responsibility shall be limited to maintaining the information marked proprietary in a secure area and notifying the Vendor of any request(s) for disclosure as long as the OAG retains the Vendor’s proprietary marked information. Failure to so label such information or failure to timely respond after notice of a public records request has been given shall be deemed a waiver by the Vendor of any claim that such information is proprietary and exempt from disclosure.

4.10 WAIVE MINOR ADMINISTRATIVE IRREGULARITIES

The OAG reserves the right to waive minor administrative irregularities contained in any Response. Vendors will not be allowed to make changes to their quoted price after the Response submission deadline.

4.11 ERRORS IN RESPONSE

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. The OAG is not liable for any errors in Responses. The OAG reserves the right to contact any Vendor for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the RFP Coordinator may contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

4.12 AMENDMENTS AND REVISIONS

The OAG reserves the right to change the Schedule of Events (RFP Section 2) or other portions of this RFP at any time. The OAG may correct errors in the solicitation document identified by the OAG or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes will be authorized and issued in writing by the RFP Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

4.13 RIGHT TO CANCEL

With respect to all or part of this RFP, the OAG reserves the right to cancel or reissue the RFP at any time without obligation or liability.

4.14 INCORPORATION OF DOCUMENTS INTO CONTRACT

This solicitation document, including any amendments or revisions, and the Response will be incorporated into any resulting Contract.

4.15 NO OBLIGATION TO CONTRACT/BUY

The OAG reserves the right to refrain from contracting with any and all Vendors for eDiscovery tools. Additionally, the OAG shall have no obligation to make any purchases once it has provided the notice of intent to terminate required by any resulting Contract.

4.16 NO COSTS OR CHARGES

No costs or charges under a proposed Contract may be incurred before a Contract is fully executed.

4.17 WITHDRAWAL OF RESPONSE

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time identified on the Schedule of Events (RFP Section 2). To accomplish response withdrawal, a written request signed by an authorized Vendor representative must be submitted to the RFP Coordinator. After

withdrawing a previously submitted Response, the Vendor may submit another Response at any time up to the Response submission deadline.

4.18 NON-ENDORSEMENT AND PUBLICITY

In selecting a Vendor under this RFP, the OAG is neither endorsing a Vendor's product and/or services nor suggesting that a Vendor is the best or only solution to the OAG's needs. By submitting a Response, the Vendor agrees to make no reference to the OAG or the State of Alabama in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the OAG.

4.19 NOTIFICATION OF APPARENT SUCCESSFUL VENDOR(S)

All Vendors responding to this solicitation will be notified by email when the OAG has selected the final Vendor(s). The date of announcement of the Vendors will be April 8, 2014.

4.20 AVAILABILITY

The contents of this RFP and any amendments and written answers to questions will be available for public inspection via the State Comptroller's website.

5. VENDOR REQUIREMENTS

5.1 VENDOR RESPONSIBILITY FOR RFP

Vendors are required to read and understand all information contained within the entire RFP package.

5.2 VENDOR LICENSED TO DO BUSINESS IN ALABAMA

Selected Vendor(s) must be licensed to conduct business in Alabama, including registering with the Alabama Secretary of State's Office. The Vendor(s) must also be current on all taxes due the State of Alabama. The OAG will verify the business status of the selected Vendor(s) prior to executing a contract.

5.3 TAXES

The Vendor is responsible for collecting and reporting all applicable taxes.

5.4 ASSIGNMENT OR SUBCONTRACTING; AFFILIATES (APPLICABLE TO CONTRACTS IN WHICH THE VENDOR INTENDS TO SUBCONTRACT A PORTION OF THE WORK)

- 5.4.1** The OAG will accept Responses that include third party involvement only if (a) the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors and/or Affiliates, and (b) Vendor identifies the subcontractor or affiliate as the supplier of any portion of the eDiscovery solution, with specificity as to which line item the third party will provide as stated in Appendix A.
- 5.4.2** Except as set forth in RFP Section 5.4.1 above, the Vendor shall not subcontract, assign, or otherwise transfer its obligations under any contract issued as a result of this RFP without the prior written consent of the OAG.

5.5 INSURANCE

All selected Vendor(s) will be required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Vendor or its subcontractor(s) or affiliates, or their agents, while performing work under the terms of any contract resulting from this solicitation. Vendors will find a complete description of the insurance requirements in the proposed contract terms in Appendix C.

5.6 COVENANTS AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the OAG shall have the right to terminate the Contract in accordance with the termination clause and, in its sole discretion, to deduct from this Contract's price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.7 DUTY TO PROTECT OAG RECORDS

OAG data is likely to be protected by legal privilege. Accordingly, the Vendor is required to protect against unauthorized disclosure all data and information of any nature relating to an OAG client or the OAG's operations that may be made available to the Vendor as a result of a Contract entered pursuant to this RFP. Vendor may disclose such information and data only as required by law or where release is authorized in advance in writing by the OAG. The Vendor shall not be required under the provisions of this section to keep confidential any data or information which is already rightfully in the Vendor's possession, is

independently developed by the Vendor outside the scope the Contract, or is rightfully obtained from third parties.

In addition, before accessing OAG data, Vendors will execute a copy of the OAG's confidentiality agreement.

5.8 CONTRACT GENERAL TERMS AND CONDITIONS

The successful Vendor(s) will be expected to enter into a contract with the OAG which is substantially the same as the Proposed Contract and its general terms and conditions (attached to this RFP as Appendix C). For purposes of this RFP, the Proposed Contract encompasses all required forms which are also included in Appendix C. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit proposed exceptions to the Proposed Contract terms and conditions. Additionally, any resulting contract may include additional provisions the Vendor suggests. The OAG will review requested exceptions and additional provisions, and accept or reject the same at its sole discretion. The Vendor must complete and submit all forms that are required to accompany the Contract, including, but not necessarily limited to the Vendor Disclosure Statement, Certificate of Compliance (for immigration purposes), and a W-9 Form.

Failure of a selected Vendor to reach agreement with the OAG on contractual terms and conditions will result in cancellation of the Vendor's selection.

A selected Vendor will be expected to execute a contract within ten (10) business days of its receipt of the final contract. If a selected Vendor fails to sign the contract within the allotted ten-day (10) time frame, the OAG may elect to cancel the award or cancel or reissue this solicitation.

5.8.1 Additional Contract Requirements. If the Vendor is located in Alabama or employs an individual or individuals within the state of Alabama, the Vendor shall provide a copy of its Employment Eligibility Verification (E-Verify) Memorandum of Understanding (MOU). The Vendor must also complete and return the Certification of Compliance form, a copy of such form is included in Appendix C.

If the Vendor is not located in the state of Alabama and does not employ an individual or individuals within the state of Alabama, then an E-Verify MOU is not required. Instead, the Vendor shall complete and return the Certification of Compliance form, included in Appendix C.

6. RESPONSE REQUIREMENTS

- 6.1** The requirements under this Section 6.1 and its subparts are mandatory. Failure to provide the information requested or complete any one of the appendices identified in this Section 6.1 and its subparts will cause the Vendor to be disqualified. Information is to be submitted in the order identified.

6.1.1 EXECUTIVE SUMMARY

- 6.1.1.1** Vendor's legal status (e.g., corporation, S-corporation, limited liability company, limited liability partnership, etc.) and the year the Vendor was organized to do business as it currently substantially operates.
- 6.1.1.2** Vendor's parent company, if applicable.
- 6.1.1.3** Vendor's total number of years in business.
- 6.1.1.4** Number of years Vendor has provided eDiscovery tools.
- 6.1.1.5** A statement signed by an individual authorized to contractually bind the Vendor's organization that affirms:
a) the Vendor accepts the requirements of this RFP and **b)** the signatory is authorized to contractually bind the Vendor. The statement must be signed and dated in ink.
- 6.1.1.6** A guarantee that the Vendor's Response, as submitted, will remain in full force and effect through May 1, 2014, unless withdrawn prior to the Response due date and time identified on the Schedule of Events (RFP Section 2).
- 6.1.1.7** Vendor's Federal Tax Identification number.
- 6.1.1.8** Vendor's office headquarters address.
- 6.1.1.9** Vendor's telephone and fax numbers.
- 6.1.1.10** Vendor's website URL.
- 6.1.1.11** The contact information, including name and email address, for Vendor's contact representative regarding this RFP.
- 6.1.1.12** Vendor's organizational chart, including the names and titles of Vendor's principal officers and those authorized to execute contracts for the Vendor.

- 6.1.1.13** A brief description of the Vendor organization, including the Vendor's experience and history providing eDiscovery tools similar to those being solicited under this RFP. (Vendors should be specific and should include dates, clients, and the eDiscovery tools it furnished.)
- 6.1.1.14** Identification of any state employees or former state employees employed or on the Vendor's governing board as of the date of the Response. Include a statement of such employees or officers position and responsibilities within the Vendor's organization. If, following a review of this information, it is determined by the OAG that a conflict of interest exists; the Vendor may be disqualified from further consideration for the award of a contract.
- 6.1.1.15** Whether any sections of the Response have been marked "Proprietary" or "Confidential," and the specific location (page number and paragraph) of such section(s).
- 6.1.1.16** A statement indicating whether Vendor is responding on Solution A, Solution B, or Solution C, as those solutions are described in Appendix A.
- 6.1.1.17** If Vendor is responding to Solution C, Vendor shall note whether it would be willing to accept a contract for Solution A or B only. If it would, it must indicate whether, and how, the costs of the RFP will be different if it is awarded a contract for only Solution A or B.
- 6.1.1.18** Any statements the Vendor wishes to convey to the RFP Coordinator and/or the Evaluation Committee.

6.1.2 CLIENT REFERENCES (APPENDIX B)

Vendor must provide contact information, including the phone number, name, and email, for four (4) commercial and/or government clients references, using Appendix B, Client References.

Each client reference shall be unique. If the Vendor submits contact information for two or more individuals from the same client, only one will be contacted. Vendor must select clients who respond in a timely manner to telephone and/or email inquiries with objective information regarding the products the client has purchased.

The products purchased by the reference clients should be similar to those requested by this RFP. References must not be from a person, company,

or organization with any special interest, financial or otherwise, to the Vendor.

The RFP Coordinator or designee will contact Vendor's client references directly, either by phone or email, and interview each reference.

The OAG may, at its discretion, contact other Vendor clients not listed by the Vendor as a reference. The OAG reserves the right to eliminate from further consideration in the RFP process any Vendor who, in the opinion of the OAG, receives an unfavorable report from a client that is confirmed to be a valid report.

6.1.3 VENDOR ACCOUNT MANAGER

Vendor shall appoint an Account Manager who will provide oversight of Vendor contract activities. The Vendor's Account Manager will be the principal point of contact concerning the Vendor's performance under any Contract, resulting from this RFP. The Vendor further must agree to notify the OAG regarding any changes to the Account Manager contact.

6.1.4 TECHNICAL PROPOSAL/PRICING (APPENDIX A)

Vendors seeking to provide all components of the eDiscovery process ("Solution C", as described in Appendix A), must address all sections of Appendix A in their proposals.

Vendors seeking to provide only the Identification, Preservation, and Collection components of the eDiscovery process ("Solution A" as described in Appendix A), must address all sections of Appendix A, with the exception of Section 3.

Vendors seeking to provide only the Processing, Analysis, Review, and Production components of the eDiscovery process ("Solution B" as described in Appendix A), must address all sections of Appendix A, with the exception of Section 2.

If the Vendor intends to utilize a subcontractor or affiliate to perform any of the items within Appendix A, such intent must be clearly and prominently indicated in the Vendor's Appendix A Response, and any utilization of a subcontractor or affiliate shall be subject to the requirements of RFP Sections 5.4 and 5.5.

7. EVALUATION PROCESS

7.1 OVERVIEW

There may be one or more eDiscovery solutions purchased as a result of this RFP process. The evaluation process is designed to award Contracts to those Vendors with the best combination of Vendor management qualifications, technical proposal, price, product functionality and usability. This process is not designed to award Contracts merely or solely on the basis of the lowest price quotations.

7.2 PHASE 1 - ADMINISTRATIVE SCREENING

Responses will be reviewed initially by the RFP Coordinator and or designee(s) to determine whether each Response meets all the requirements set forth in RFP Sections 3.5, 3.6, 3.7, and 6.1, including all subsections thereof. Any response that fails to meet the requirements set forth in these sections will be deemed non-responsive and will not be further evaluated. The evaluation committee will evaluate only those Responses that have passed this Administrative Screening process.

7.3 PHASE 2 - EVALUATION COMMITTEE

The OAG evaluation of responsive proposals will be conducted by an evaluation committee. The evaluation committee will review Appendix A for each proposal.

7.4 PHASE 3 - END-USER EVALUATIONS

The OAG will select a group of OAG employees to evaluate the forwarded eDiscovery solutions for feature verification and usability. This group will: **a)** participate in Vendor demonstrations and presentations regarding the Vendor's proposed eDiscovery solution, **b)** use each eDiscovery solution for a period of up to five weeks, and **c)** provide the evaluation committee with its assessment of each eDiscovery solution.

7.5 PHASE 4 - FINAL

The evaluation committee will review the End-User feedback, client references, and cost to select Vendor(s) based upon the following best value criteria:

- Whether the Response satisfies the needs of the OAG requirements as specified in the solicitation documents;
- Whether the RFP provides competitive pricing, economies, and efficiencies;
- Whether the RFP appropriately weighs cost and non-cost considerations; and
- Life-cycle cost.

Appendix A

Business Requirements

RFP OAG eDiscovery Tools

The OAG seeks acquisition of one or more eDiscovery tools that will enable it to more efficiently and reliably process electronic records.

Not all eDiscovery products can perform all Electronic Discovery Reference Model (EDRM) components. Some products may provide a few components and others may provide all components. For this reason the OAG will be evaluating products separately in two categories: (1) identification, preservation, and collection; and (2) processing, analysis, review, and production. If your product does both categories, you may respond to both categories; however, each will be reviewed separately and you do not have any advantage over other vendors.

You must indicate which category you will be responding to by checking the corresponding box below.

- ☐ Solution A: Identification, Preservation, and Collection
- ☐ Solution B: Processing, Analysis, Review, and Production
- ☐ Solution C: Includes both solutions A and B

SECTION 1. SOLUTION PROFILE(S)

Please use the following table to indicate the areas in the EDRM that are supported by your eDiscovery solution(s). Please enter the product name that supports each EDRM phase. If the EDRM phase is not supported by your eDiscovery solution(s) directly, but you have one or more third party vendor partnerships that support those phases, please name AND describe the nature of these relationships.

EDRM PHASE	NAME OF PRODUCT(S) SUPPORTED BY VENDOR	NAME OF THIRD PARTY AND DESCRIPTION OF PARTNERSHIP
Identification		
Preservation		
Collection		
Processing		
Analysis		
Review		
Production		

SECTION 2. IDENTIFICATION, PRESERVATION, AND COLLECTION

2.1 Functional Requirements

For each requirement, indicate if the requirement is supported directly by the proposed solution(s). If more information or clarification is required enter that information in the Vendor Response column.

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
Identification		
Provides search and identification capabilities for Microsoft Exchange email (version 2003 or higher) and .msg files		
Provides search and identification capabilities for Microsoft Exchange attachments		
Provides search and identification capabilities for Microsoft Exchange calendar attachments		
Provides search and identification capabilities for Network File Shares		
Provides search and identification capabilities for Desktops/Laptops		
File type support for Adobe Acrobat PDF versions 6.x (including protected PDF)		
File type support for ASCII Text		
File type support for all versions of Microsoft Access up to and including 2013		

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
File type support for all versions of Microsoft Excel up to and including 2013		
File type support for all versions of Microsoft PowerPoint up to and including 2013		
File type support for Microsoft Word for all versions of DOS		
File type support for all versions of Microsoft Word up to and including 2013		
File type support for Microsoft Works for Windows		
File type support for Microsoft RTF		
File type support for HTML		
File type support for Zips and other container files		
File type support for TIFF/OCR pairs		
Support for the inclusion or exclusion of system file types		
Support reporting on encrypted and protected files		

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
Provides capability to account for name changes, aliases, and different naming conventions that may relate to the custodians being searched		
Support for searching on content containing international languages (Unicode). Please detail the languages that are supported		
Preservation		
Preserves data and prevents spoliation		
Support for legal holds on MS Exchange email server and archive database		
Support for legal holds on file shares located on servers		
Support for legal holds on desktops and laptops attached to network		
Support for multiple searches used to place and remove holds per matter		
Support for multiple legal holds on a record without the need for copies		
Support for ability to remove legal holds on a record per matter		
Support for in-place legal hold on existing content		

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
Support for controlled suspension of automatic deletion or creation/import routines		
Collection		
Collection of preserved records (legal holds) can be applied to the file types listed in the Identification section above		
Support for collection of files from MS Exchange email server and archive database		
Support for collection of files from file shares located on servers		
Support for collection of files from desktops and laptops attached to network		
Support for collection of multiple searches to place records into a legally defensible, secured location for each matter		
Collection can occur in such a way that business operations are not interrupted.		

2.1.1 Functionality – Identification, Preservation, and Collection

Please indicate what functions your product offers below by marking the corresponding checkbox. Any item not checked will be interpreted as a function that your product cannot provide. Items marked with an asterisk (*) are required. *Vendors who do not provide required (*) functions will be disqualified.*

IDENTIFICATION, PRESERVATION, AND COLLECTION	
<input type="checkbox"/>	*Multi-keyword search
<input type="checkbox"/>	*Boolean search
<input type="checkbox"/>	*Advanced search interface
<input type="checkbox"/>	*Ability to search embedded files (e.g., emails and attachments) at least 3 levels deep
<input type="checkbox"/>	*Compound document searching
<input type="checkbox"/>	*Ability to segregate search results by custodian and assign back to custodian for review
<input type="checkbox"/>	*Ability to save searches
<input type="checkbox"/>	*Ability to save search results
<input type="checkbox"/>	*Defensible tracking of culling criteria
<input type="checkbox"/>	*Export search results
<input type="checkbox"/>	*Filtering
<input type="checkbox"/>	Filtering on custodian
<input type="checkbox"/>	Filtering on email sender domain
<input type="checkbox"/>	Filtering on keyword
<input type="checkbox"/>	Filtering on hash value
<input type="checkbox"/>	Filtering on system metadata
<input type="checkbox"/>	Subset search
<input type="checkbox"/>	Conceptual searching
<input type="checkbox"/>	Find similar search
<input type="checkbox"/>	Search hit highlighting
<input type="checkbox"/>	Portable self-extracting data collection tool
<input type="checkbox"/>	Multi-Language support
<input type="checkbox"/>	Relevance ranking of search results

2.1.2 SEARCHABILITY

Please indicate if your product can search the items listed on the table below by both keyword and metadata by marking the corresponding checkbox. Any item not checked will be interpreted as an item that your product cannot search. Items marked with an asterisk (*) are required. *Vendors who do not provide search capabilities for required (*) items will be disqualified.*

SEARCHABILITY	
<input type="checkbox"/>	*Microsoft Server 2008R2
<input type="checkbox"/>	*Microsoft Exchange v2003 and higher
<input type="checkbox"/>	*Microsoft Outlook 2007 and higher
<input type="checkbox"/>	*Microsoft Office software suite (word, access, excel, powerpoint) 97 and higher
<input type="checkbox"/>	*SQL Server Databases
<input type="checkbox"/>	*Microsoft Windows 7 desktop operating systems (both 32 and 64 bit)
<input type="checkbox"/>	Laptops
<input type="checkbox"/>	Video files
<input type="checkbox"/>	Audio files
<input type="checkbox"/>	Facebook
<input type="checkbox"/>	Twitter
<input type="checkbox"/>	You Tube
<input type="checkbox"/>	Other (Identify)

2.1.3 General Questions

Provide a brief response for each of the following questions listed below.

Identification, Preservation, and Collection:

1. Describe your solution's process for segregating search results by custodian and assigning back to custodian for review.
2. Describe your solution's search capabilities.
3. Describe how your solution utilizes existing or builds independent indices.

4. Describe how your solution avoids missing potential evidence by supporting compound searches and unpacking and searching embedded files, several layers deep.
5. Describe how your solution provides defensible tracking of culling criteria.
6. Describe your solution's filtering capabilities. Does the initial search string "filter down to the attachments on first pass automatically or do you have to filter attachments separately/manually?
7. Describe how your solution captures and preserves data, including metadata, to maintain chain of custody and ensure defensibility.
8. Does your solution capture and manage metadata for all file types supported by your solution. If not, list which file types metadata is not captured.
9. Please describe how your solution preserves data and prevents spoliation.

SECTION 3. PROCESSING, ANALYSIS, REVIEW, AND PRODUCTION

For each requirement, indicate if the requirement is supported directly by the proposed solution(s). If more information or clarification is required enter that information in the Vendor Response column.

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
Processing		
Provides statistical and graphical analysis of collected data based on custodian, date range, and file type prior to processing		
Ability to filter collected data by custodian, date, file type, and file size prior to processing		
Ability to filter collected data by NSRL database list (de-NIST) prior to processing		

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
Ability to filter collected data by customer defined known file lists prior to processing		
Ability to process (extract text and metadata) from all file types specified in the Identification section above		
Ability to de-duplicate records and data of a single custodian across multiple data stores and across all custodians		
Provides a pre-processing scan of all documents to detect and repair file-level errors prior to full processing		
Support average processing speeds of at least 10 GB per hour		
Support for processing on content containing international languages (Unicode). Please detail the languages that are and are not supported		
Support for processing reports to understand file errors, warnings, and key processing metrics such as de-duplication rates, total number of messages and loose files, and average document size		
Supports time-zone settings; if yes, explain how		
Analysis		
Support for all analysis features to operate on and across the entire matter, including matters up to 5 million documents. Please detail what features do not analyze content across the entire case data set at once		

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
Supports wildcards and proximity searching		
Supports stemming and literal searches		
Supports search of content in tags or document notations		
Support for search on international content (Unicode)		
Support for searches by document ID, source location, custodian or processing batch		
Support search by senders, recipients, urgency, and direction (e.g., internal email only) of email		
Support search by attachment content or type		
Describe how your solution helps us with Rule 26(f)		
Describe how your solution ensures the defensibility of keyword selection and searching procedures to avoid eDiscovery defensibility issues		
Provides automatic documentation and/or reporting of executed searches and keyword variation selections		
Support real-time and iterative sampling of search results		

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
Ability to preview search results prior to running searches to remove obvious false positives		
Support for relevance ranking: Retrieved documents that most closely satisfy the query criteria should be listed or ranked above those that match less exactly. Ranking should also place a higher priority on matches in a title or subject than on those in body text		
Use of directory information such as names, email addresses, and department groupings to extend the values of certain metadata fields, such as message recipients, or create new metadata, such as departments creating or receiving content		
Provides ability to visually track email threads for responses based on content and metadata, not just metadata		
Ability to group documents and emails together that pertain to the same/similar topic		
Ability to identify and group documents based on language		
Ability to identify and group documents by frequently found nouns or noun phrases		
Ability to organize and group related loose files for analysis		
Ability to organize and group related custodians for analysis		
Provides hit highlighting in text, metadata, and attachments		

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
Cull-down and filtering: Ability to filter documents across entire case by tag, sender domain, sender group, sender name, recipient domain, recipient group, recipient name, document type, custodian, and language type and displays exact hit counts across the entire search result set for every filter		
Review		
Ability to divide records so each reviewer is assigned a specific range or percentage of records, or by the source or significance of a subset of records.		
Ability to organize documents intended for review into access controlled nested folders		
Ability to customize tags, issue codes, and tagging rights		
Support for hierarchical tagging structures that define and require sub-tags based on parent tags		
Support for tagging or classification of documents via a single mouse click		
System provides ability for individual and bulk categorization and tagging		
Allows privileged communication to be tagged and a privilege log to be created		
Support for HTML preview of all documents		

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
Annotation is supported directly in the review for all document formats		
Provides ability to view documents within a native viewer, abdicating the need for reviewers to load applications on their workstations		
Support for hit highlighting of searched terms during review in native viewer or HTML preview		
Support for redaction of text, areas within a document, and entire pages		
Provides redaction verification capabilities		
Provides find-and-redact functionality		
Identifies and displays items related to the document in review		
Provides review progress and productivity analysis for each reviewer		
Automatically documents reviewer actions such as login, logout, search, tag, print, and export		
Production		
Support for export to CSV with custom fields		

REQUIREMENT	REQUIREMENT SUPPORTED? (Y/N)	VENDOR RESPONSE
Support for image-based productions such as TIFF		
Support to “re- duplicate” documents by custodian on export		
Support for export to Concordance file format		
Support for export to CT Summation format		
Support for export to EDRM XML compatible formats – Describe specification and version		
Support for producing documents one at a time or in batch		
Ability to organize production sets using a folder based structure		
Support for produced redactions, where text is secured from unauthorized display, search, and review.		
Support for custom header, footer, and watermark labeling of documents in image-based production		
Support for Bates stamping		

3.1.1 Functionality – Processing, Review, Analysis, and Production

Please indicate what functions your product offers below by marking the corresponding checkbox. Any item not checked will be interpreted as a function that your product cannot provide. Items marked with an asterisk (*) are required. *Vendors who do not provide required (*) functions will be disqualified.*

PROCESSING, REVIEW, ANALYSIS, AND PRODUCTION	
<input type="checkbox"/>	*Ability to unpack embedded files (e.g., emails and attachments) at least 3 levels deep and maintain parent/child relationships
<input type="checkbox"/>	*Ability to search embedded files (e.g., emails and attachments) at least 3 levels deep
<input type="checkbox"/>	*De-NISTing
<input type="checkbox"/>	*De-duplication
<input type="checkbox"/>	*Exception Log
<input type="checkbox"/>	Case De-Duplication
<input type="checkbox"/>	Cross-Custodian De-Duplication
<input type="checkbox"/>	Near De-duplication
<input type="checkbox"/>	Identify password protected documents
<input type="checkbox"/>	Process password protected documents
<input type="checkbox"/>	Identify encrypted files
<input type="checkbox"/>	Process encrypted files
<input type="checkbox"/>	*Multi-keyword search
<input type="checkbox"/>	*Boolean search
<input type="checkbox"/>	*Advanced search interface
<input type="checkbox"/>	*Compound document searching
<input type="checkbox"/>	*Ability to save searches
<input type="checkbox"/>	*Ability to save search results
<input type="checkbox"/>	*Ability to import custom redaction codes
<input type="checkbox"/>	*Tagging
<input type="checkbox"/>	*Custom tags
<input type="checkbox"/>	*TIFF native files
<input type="checkbox"/>	*Filtering

PROCESSING, REVIEW, ANALYSIS, AND PRODUCTION CONTINUED

<input type="checkbox"/>	Filtering on custodian
<input type="checkbox"/>	Filtering on email sender domain
<input type="checkbox"/>	Filtering on keyword
<input type="checkbox"/>	Filtering on hash value
<input type="checkbox"/>	Filtering on system metadata
<input type="checkbox"/>	*Analysis Reporting
<input type="checkbox"/>	*Redaction
<input type="checkbox"/>	Semi transparent redaction
<input type="checkbox"/>	Auto redaction
<input type="checkbox"/>	Subset search
<input type="checkbox"/>	Conceptual searching
<input type="checkbox"/>	Find similar search
<input type="checkbox"/>	Search hit highlighting
<input type="checkbox"/>	Multi-Language support
<input type="checkbox"/>	Relevance ranking of search results
<input type="checkbox"/>	Decision Tree Tagging
<input type="checkbox"/>	Identification of data gaps
<input type="checkbox"/>	Discussion thread analysis
<input type="checkbox"/>	Topic clustering
<input type="checkbox"/>	Near native viewing/viewer
<input type="checkbox"/>	*Bates numbering
<input type="checkbox"/>	*Full audit trail reporting – (Defensibility Log)
<input type="checkbox"/>	*Privilege log report
<input type="checkbox"/>	*Export metadata
<input type="checkbox"/>	*Export final product in PDF, TIFF, and native
<input type="checkbox"/>	*Ability to create Summation and/or Concordance load files
<input type="checkbox"/>	OCR image files

PROCESSING, REVIEW, ANALYSIS, AND PRODUCTION CONTINUED



Ability to create other non-specified load files. Please specify: _____

3.2.2 General Questions

Provide a brief response for each of the following questions.

Processing:

1. Describe how your solution ensures and tracks data defensibility during processing.
2. Describe how your solution identifies and removes duplicates and (if applicable) near duplicates.
3. Describe how your solution processes email, attachments, and embedded files.
4. Describe your solution's options for converting MS Excel spreadsheets and MS Access databases to TIFF.
5. Describe how your solution imports custom redaction codes.

Analysis:

6. Describe your solution's analysis reporting capabilities.

Review:

7. Describe how your solution provides relevance ranking for search results.
8. Describe how your solution provides history, full audit trail, and detailed access controls.
9. Describe your solution's limitations, if any, on the number of concurrent users doing document review at the same time.
10. Describe your solution's limitations, if any, on the number of cases that can be in review at one time?
11. Describe how your solution applies the same redaction and/or tag to duplicate documents to eliminate redundant document review?

Production:

12. Describe how your solution exports production search results.

13. Describe how your solution exports metadata fields.
14. Describe how your solution creates exception reports and what information is included.
15. What types of conflict checking are done before productions are generated?
16. What types of quality assurance processes exist to validate production sets before release?
17. Describe how your solution assigns tasks and tracks the status of document review.

SECTION 4. TECHNICAL SYSTEM REQUIREMENTS

4.1 OAG Computing Environment

Please indicate whether or not your system is compatible/integratable with the items listed below by marking the corresponding checkbox. Any item not checked will be interpreted as an item that is not compatible/integratable with your system. Only items marked with an asterisk (*) are required. *Vendors who do not provide required (*) compatibility/integration will be disqualified.*

OAG COMPUTING ENVIRONMENT	
<input type="checkbox"/>	*Active Directory
<input type="checkbox"/>	*Hosted on the OAG's local area network (LAN)
<input type="checkbox"/>	*Hosted by Vendor
<input type="checkbox"/>	*Microsoft Server 2008R2
<input type="checkbox"/>	*Microsoft Windows 7 (if desktop application)
<input type="checkbox"/>	*Microsoft Outlook 2007 and higher
<input type="checkbox"/>	*Microsoft Office 2007 and higher
<input type="checkbox"/>	Network Attached Storage (NAS) devices
<input type="checkbox"/>	Direct Attached Storage (DAS)
<input type="checkbox"/>	Storage Area Network (SAN) devices (block & file)

4.2 General Questions

Provide a brief response for each of the following questions.

1. Please provide the minimum and recommended system requirements for your product.
2. Please describe your solution's server requirements (i.e. physical servers, virtual servers, storage (direct attached, SAN, NAS)).
3. Describe how your solution is implemented in a virtualized server environment.
4. What file types are supported by the application?
5. What is the underlying database and what limitations exist on space capacity administrative or user capacity, or access?
6. Describe how your solution integrates with Active Directory for permission setting.

SECTION 5. TOTAL COST OF OWNERSHIP

5.1 Costs

Provide a detailed price quote for the total cost of ownership of your product. This should include all hardware, software, maintenance, training, and other costs associated with your product with pricing for each component.

Assumptions:

- Solution A:
 - 200 Custodians (for individual pricing models)
 - 50 Seats (for concurrent pricing models)
 - Licensing will be perpetual
- Solution B:
 - 200 Custodians (for individual pricing models)
 - 50 Seats (for concurrent pricing models)
 - Licensing will be perpetual
- Solution C:
 - 200 Custodians (for individual pricing models)
 - 50 Seats (for concurrent pricing models)
 - Licensing will be perpetual

Provide a four-year cost summary below.

Costs	Total	Year 1	Year 2	Year 3	Year 4
Software Licensing <input type="checkbox"/> Individual <input type="checkbox"/> Concurrent					
Maintenance					
Hosting					
Hardware					
Implementation					
Integration					
Training					
Documentation					
Project Management					
Miscellaneous					
Total:					\$

Provide per GB cost and total costs based upon assumptions noted*:

Service	Unit	In	Out	1 GB - 100GB		101 GB - 1TB	
				Price	Cost	Price	Cost
Collection	GB		100%				
Pre-process	GB	100%	50%				
Process	GB	50%	30%				
Host	GB	50%	5%				
Captions	Page						
Cost per GB							

***The above table must be completed based upon the following scenarios:**

Scenario 1: 75 GB data collected / Scenario 2: 500 GB data collected Reduction during pre-processing of 50%. Assume hosting of 50% of collection for 6 months. Assume Production of 5% of collections. Assume 5,000 pages per GB.

5.2 General Questions

Provide a detailed response for each of the following questions.

- Software Licensing:** List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed software.
- Maintenance:** (a) Describe what is included with the annual maintenance cost including software updates and technical assistance. (b) Describe your service call escalation policy for your proposed solution.

3. **Hardware:** List, describe, and record the cost of each piece of hardware that is required to optimally run the software.
4. **Hosting:** Describe your solution's pricing model for hosting case data.
5. **Implementation:** Describe your solution's implementation process and methodologies and any labor, equipment, supplies, or other costs associated with implementing your proposed software.
6. **Integration:** Describe any labor, equipment, supplies, or other costs associated with integrating your solution into our current architecture and back-end systems.
7. **Training:** If there are training options associated with our proposed software list, describe and record the cost of each option.
8. **Documentation:** If there is user or technical documentation available for your solution list, describe and record the cost of each documentation.
9. **Project Management:** If there are project management fees associated with your proposed software, list and describe these fees.
10. **Miscellaneous:** List, describe, and record any other costs associated with your proposed software solution.

Appendix A

RFP OAG eDiscovery Tools

Complete the following information – please print or type.		
Company Name		
Address		
City	State	Zip Code
Authorized Representative Name		
Title	Telephone Number	
Email		
Vendor's Signature (Sign in ink)		Date

Appendix B:
Customer References
RFP OAG eDiscovery Tools

Please provide four customer references that the Alabama OAG may contact that have used the solution you are proposing for at least six months:

REFERENCE 1

Company Name	
Contact Name	
Contact Telephone Number	
Contact E-mail	
Company Address	
Description of Solution provided	
Benefits of Solution provided	

REFERENCE 2

Company Name	
Contact Name	
Contact Telephone Number	
Contact E-mail	
Company Address	
Description of Solution provided	
Benefits of Solution provided	

REFERENCE 3

Company Name	
Contact Name	
Contact Telephone Number	
Contact E-mail	
Company Address	
Description of Solution provided	
Benefits of Solution provided	

REFERENCE 4

Company Name	
Contact Name	
Contact Telephone Number	
Contact E-mail	
Company Address	
Description of Solution provided	
Benefits of Solution provided	

Appendix B:
Customer References
RFP OAG eDiscovery Tools

Complete the following information – please print or type.		
Company Name		
Address		
City	State	Zip Code
Authorized Representative Name		
Title	Telephone Number	
Email		
Vendor's Signature (Sign in ink)		Date

APPENDIX C

This Office of the Attorney General Contract Packet contains required documentation and procedural information mandated by law, of all State of Alabama governmental entities when securing contracts. Contractors must follow all guidelines and procedures in order for a contract to be executed between the contractor and the Office of the Attorney General.

Required Contract Forms and Documentation Overview

(Note: All forms are available in electronic format via our website at <http://www.ago.alabama.gov/Page-Resources>)

Contract Review Report

The Contract Review Report form is the required cover page for non-legal services contracts submitted to Contract Review Permanent Legislative Oversight Committee.

Disclosure Statement (Section 41-16-82, Code of Alabama 1975)

The disclosure statement must be completed and filed with all contracts to the State of Alabama in excess of five thousand dollars (\$5,000).

Pursuant to Section 41-16-84 (b), Code of Alabama 1975 the State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, Code of Alabama 1975, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed ten thousand dollars (\$10,000). The contract shall be voidable by the awarding entity.

Standard Invoice for Non-Attorney Services

The Attorney General requires the submission of invoices within the contracting period using the Standard Invoice for Non-Attorney Services. A copy of this form is included in this Appendix.

W-9 Form and Instructions

In order for payment to be processed with the Department of Finance, contractors are required to submit a completed IRS form W-9. The W-9 provides your taxpayer identification number for you or your business when providing services to the state.

Additional Requirements

If the Vendor is located in Alabama or employs an individual or individuals within the State of Alabama, the Vendor shall provide a copy of its Employment Eligibility Verification (E-Verify) Memorandum of Understanding (MOU). Further, the Vendor must also complete and return the Certificate of Compliance form.

If the Vendor is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, then an E-Verify MOU is not required. Instead, the Vendor shall complete and return the certification of Compliance form.

Disclosure Statement Information and Instructions

Section 41-16-82, *Code of Alabama* 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts, and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

Pursuant to Section 41-16-84 (b), *Code of Alabama* 1975 the State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information as required.

Pursuant to Section 41-16-86, *Code of Alabama* 1975, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Section 41-16-81, Code of Alabama 1975

- (1) **Family Member of a Public Employee** – The spouse or a dependent of the public employee.
- (2) **Family Member of a Public Official** – The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, or a sibling and his or her spouse, of the public official.
- (3) **Family Relationship** – A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.
- (4) **Person** – An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
- (5) **Public Official and Public Employee** - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), *Code of Alabama* 1975, (see below) except for the purposes of the disclosure requirements of this article, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature. (Note: The definitions for public official and public employee are now denoted as Sections 36-25-1 (25) and 36-25-1 (26), *Code of Alabama* 1975. However, Section 41-16-86 (5), *Code of Alabama* 1975 has not been codified to reflect such updates.)

Section 36-25-1(25), *Code of Alabama* 1975, defines a **public employee** as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(26), *Code of Alabama* 1975, defines a **public official** as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-13-40, *Code of Alabama* 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

THE DISCLOSURE STATEMENT MUST BE SIGNED, DATED, AND NOTARIZED PRIOR TO SUBMISSION.



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

OFFICE OF THE ATTORNEY GENERAL

ADDRESS

501 WASHINGTON AVENUE

CITY, STATE, ZIP

TELEPHONE NUMBER

MONTGOMERY ALABAMA

(334) 242-7305

This form is provided with:

☐

Contract

☐

Proposal

☒

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Article 3B of Title 41, *Code of Alabama* 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

NON-ATTORNEY SERVICES (Experts, Court Reporters, etc.)

Name of Hiring Attorney: _____
 Style of Case: _____ v. _____
 Case Number: _____
 Type of Service: _____
 Name of Provider: _____
 Mailing Address _____
 City: _____ State: _____ Zip: _____
 Name of Person Providing Service, if Different than Above: _____
 Business Phone: () _____ Taxpayer ID#: _____
 E-mail Address: _____

Date	Description of Services Provided	Hours (in tenths)	Approved Rate		Amount
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

TOTALS

\$

State of _____
 _____ County

AFFIDAVIT

Before me, the undersigned Notary Public, in and for the said County and State, personally appeared the undersigned affiant, who is known to me and after first being duly sworn by me deposes and states under oath of as follows: that the claims for payment herewith made against the State of Alabama reflect actual services performed and/or expenses for the State of Alabama and are in all respects true and correct.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____ 20 _____

My Commission expires: _____

Notary Public Signature

NOTE: Attorney/Firm must provide supporting documentation of payment for services.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

Employer identification number

				-								
--	--	--	--	---	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

State of _____)
County of _____)

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND
CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)**

DATE:

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
 4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on
this _____ day of _____ 20_____.

WITNESS: _____

Printed Name of Witness

REQUIRED CONTRACT LANGUAGE

PROFESSIONAL SERVICES CONTRACT BETWEEN THE ALABAMA OFFICE OF THE ATTORNEY GENERAL AND

Because of an identifiable need for professional services to assist the Office of the Attorney General (hereinafter referred to as the Office) in conducting eDiscovery services, _____ (hereinafter referred to as the Contractor) and the Office have entered into a contract for the provision of such services effective _____.

WHEREAS, the Office has statutory authority to enter into contracts with any private person, organization, or group; and

WHEREAS, the Office has a need for the professional services;

NOW, therefore, the Office and the Contractor, intending to be mutually bound and in consideration of the mutual covenants and stipulations set out herein, agree as follows:

I. Services to be Provided:

The Contractor represents to the Office that it can and will provide eDiscovery services as outlined in Attachment One, which is the Office's Request for Proposal (RFP) that was distributed on _____. The Contractor and the Office agree that the provision of services shall be consistent with the terms outlined in the Contractor's Response to the Office's RFP, which is herein identified as Attachment Two.

II. Period of Contract:

This contract shall be let for a period of two years beginning _____. At that time, the Contractor will commence performance of the contract and shall complete performance on or before _____. Such contract is also subject to two successive renewals of two years per renewal period.

III. Termination of Contract:

A. The contract may be terminated at any earlier date upon mutual agreement of the parties, or upon thirty days written notice by one of the contracting parties to the other contracting party.

B. The Contractor will cease work upon receipt of the Office's termination notice, and all costs incurred prior to the issuance and receipt of cancellation shall be paid by the Office.

C. It is expressly understood and agreed by the parties hereto that the Office shall, in all events, anything herein to the contrary notwithstanding, have the option to terminate this Contract at the end of any fiscal year of the State of Alabama so as not to be obligated under the terms herein for the following fiscal year.

IV. Financial Arrangements:

A. The parties hereto agree that this contract is a fee for services contract and that the fees for eDiscovery services shall be charged as specified in Attachment Two.

1. In the event of cancellation of the contract by either party, payment shall be made as specified above.

B. The Contractor shall submit an itemized written statement or invoice for services provided during the course of the contract on a monthly basis using the Standard Invoice for Non-Attorney Services. The presentation of the invoice shall adhere to the RFP requirements as identified in Appendix C of Attachment One.

V. Indemnity:

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the OAG, and its agents, employees, and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly

employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

1. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage that arise out of, relate to, or result from performance of the services.

2. This indemnification does not apply to the extent of the sole negligence of the OAG.

VI. Insurance:

The Contractor agrees to secure and maintain insurance as required in Appendix D of Attachment One, which a part of this Contract by reference. All insurance shall be provided by insurers licensed to do business in Alabama and insurers must be rated “A-“ or better by the A.M. Best Company. Before beginning any work, the Contractor shall have on file with the OAG a valid Certificate of Insurance showing the types and limits of insurance carried.

VII. Merit System Benefits Excluded:

It is further understood that the Contractor is an independent contractor; and, as such is not entitled to the benefits of the State Merit System Act for any work which is done for the Office under any terms of this agreement.

VIII. Findings Confidential:

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this agreement which the Office requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Office, unless such confidentiality would be contrary to the laws of the State of Alabama or the United States.

IX. Coordination Contact:

The Office agrees to designate a single source contact for the purpose of coordination and problem-solving during the terms of this contract. The designation shall be made in writing

immediately after the signatures to the agreement have been obtained.

X. Equal Employment Opportunity:

There shall be no discrimination against any employee who is employed in the work covered by this agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

XI. Availability of Funds:

This agreement is conditional upon the receipt of sufficient funds from the Alabama Legislature.

XII. Not to Constitute a Debt of the State:

Under no circumstances shall the commitments by the Office contained herein constitute a debt of the State of Alabama as prohibited by Section 213 of the Constitution of Alabama 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then such conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

XIII. Alternative Dispute Resolution Clause:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

XIV. Proration Cancellation Clause:

In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

XV. Immigration Clause:

By signing this contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on this _____ day of _____, 2014.

ALABAMA OFFICE OF THE
ATTORNEY GENERAL

CONTRACTOR

Luther Strange
Attorney General

Contractor Name
Government Contracts

Contractor's FEIN

Robert Bentley
Governor of Alabama

Appendix C:

RFP OAG eDiscovery Tools

Complete the following information – please print or type.		
Company Name		
Address		
City	State	Zip Code
Authorized Representative Name		
Title	Telephone Number	
Email		
Vendor's Signature (Sign in ink)		Date

Appendix D

Insurance Requirements

A. GENERAL LIABILITY INSURANCE

(1) Policy Coverage. All liability insurance will be provided by the Insurance Services Office (ISO) Commercial General Liability Coverage form (current edition as of the effective date of the Contract) on an “occurrence” basis, or an equivalent liability form that is at least as broad.

(2) Limits Required.

- General Aggregate \$2,000,000
- Products-Completed Operations Aggregate \$2,000,000
- Each Occurrence \$1,000,000

(3) This insurance will apply to insurable obligations of the Indemnity Clause in the Contract and the Commercial General Liability policy will not be restricted in this respect.

(4) Policy Endorsement. The policy will be amended as follows:

“This policy expressly provides:

- i “Insured contracts” coverage applies to contracts of the Vendor with the State of Alabama and the Office of the Attorney General.
- ii In the event of cancellation or material reduction in coverage, thirty (30) days registered mail notice of such cancellation or material reduction will be given to the Office of the Attorney General.

(5) Additional Insured. The Office of the Attorney General and their employees will be named as “additional insureds” on Contractor’s General Liability policies. Coverage will be written on an ISO Occurrence Form or equivalent coverage.

B. AUTOMOBILE LIABILITY INSURANCE

In the event that services delivered pursuant to the Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required as follows:

(1) Policy Coverage. All auto liability insurance will be provided by the ISO Business Auto Coverage form or an equivalent automobile policy that is at least as broad.

(2) Autos covered. Coverage will apply to any automobile operated by or on behalf of the Contractor.

(3) Limits required (either option).

- Combined Single Limit \$1,000,000
- Split Limit
 - Bodily Injury Per Person \$1,000,000
 - Per Accident \$1,000,000
 - PD Per Accident \$1,000,000

C. WORKERS' COMPENSATION INSURANCE

(1) Policy Coverage. Standard Workers' Compensation.

(2) Limits. Alabama Statutory benefits.

D. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE

When any system technicians or engineers, web/cyber architects or engineers, project/program managers/administrators, training professionals, electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform work or services in connection with this Contract, Professional Liability Insurance (including covering acts, errors or omissions) must be maintained with limits of not less than \$2,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract.

Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

CERTIFICATE OF INSURANCE

This is to certify to the State of Alabama, that the described policies are in force.

Insurance Company

Insured

Address of Insured

Description of Operations/Locations/Vehicles: Special Provisions

TYPE OF INSURANCE	POLICY #	POLICY PERIOD	LIMITS OF LIABILITY
STANDARD WORKER'S COMPENSATION			Alabama Statutory Requirements
GENERAL LIABILITY Commercial General Liability Occurrence Form			Per Occurrence \$ _____ Products/Completed Operations Aggregate \$ _____ General Aggregate \$ _____
Professional Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Per Claim \$ _____ Per Occurrence \$ _____ Aggregate \$ _____
AUTOMOBILE LIABILITY Any Auto			Combined Single Limit \$ _____ Bodily Injury (per person) \$ _____ Bodily Injury (per accident) \$ _____ Property Damage \$ _____
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Excess			Each Occurrence \$ _____ Aggregate \$ _____

In the event of cancellation of or material reduction in coverage, thirty (30) days' registered mail notice of such cancellation or material reduction will be given to:

Name of Local Authorized Representative

Date Issued

Address

Signature of Local Authorized Representative

Appendix D

RFP OAG eDiscovery Tools

Complete the following information – please print or type.		
Company Name		
Address		
City	State	Zip Code
Authorized Representative Name		
Title	Telephone Number	
Email		
Vendor's Signature (Sign in ink)		Date